

# STATE PRESERVATION GRANTS

## PROCEDURES

**2005**

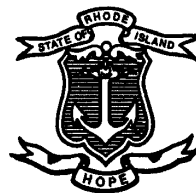
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### **APPENDIX:**

### **The Secretary of the Interior's Standards for Rehabilitation**



STATE OF RHODE ISLAND  
Historical Preservation  
& Heritage Commission



The Old State House 150 Benefit Street Providence, RI 02903  
401-222-2678 phone 401-222-2968 fax 401-222-3700 TDD  
info@preservation.ri.gov www.preservation.ri.gov

## **1. INSTRUCTIONS TO GRANTEES**

The R.I. Historical Preservation and Heritage Commission is pleased to provide your organization with a State Preservation Grant for needed rehabilitation work on your historic property. In order to ensure that the goals of the Grant Program are met, the Commission staff will provide you with technical assistance as you proceed with the project, and will monitor work to ensure that the project meets the Secretary of the Interior's Standards for Rehabilitation (Appendix).

This instruction packet describes for you the requirements and procedures of the State Preservation Grant Program in accordance with State program regulations. Grant recipients are expected to follow these procedures in order to receive approval for disbursement of grant funds. Please familiarize yourself with the information contained in this packet, and contact the Commission at 222-4131 if you have any further questions.

### **PROJECT SEQUENCE**

Grant projects will be selected in November, 2004, and a project schedule will be developed which includes the following:

- Maintenance plans and approved work programs (including plans and specs if available) will be due at the RIHPHC
- Grant agreements and historic preservation easements will be mailed for signature
- Construction contracts must be awarded
- Work must start within one year of the award
- Work must be completed within two years of the award
- Final project report, including fiscal documentation, due at RIHPHC within 30 days of completion of work

### **PROJECT SIGNS**

When project work begins, the Commission will provide your project with a sign which must be placed in a publicly visible location in front of your property. The sign will acknowledge that the project is funded with assistance of the Rhode Island Historical Preservation and Heritage Commission. Each project will be assessed for the cost of the sign. The project sign may not be removed until after the project is completed and photographed for the final project report.

## MAINTENANCE PLAN

A Maintenance Plan must be submitted and approved prior to the release of grant funds. Any property that receives a grant will be maintained in its historic condition and in accordance with an approved Maintenance Plan. The plan shall be periodically reviewed and updated to reflect changing circumstances and/or new opportunities for preservation, access, and/or use. The plan shall identify sources of funds for routine and periodic maintenance. RIHPHC will provide grant recipients with a template for the Maintenance Plan.

## PHOTOGRAPHS

For the purposes of public information as well as for our records, you will be required to submit the **high quality, clear, glossy color prints** with your final project report. This includes photographs taken before, during, and after project work. For more information, see 7. Final Project Report.

## ACKNOWLEDGEMENT OF RIHPHC SUPPORT

The Commission encourages you to keep your members and your community informed about this project. Whenever referring to this project you must include the following sentence:

"This project has been awarded a State Preservation Grant of \$\_\_\_\_\_ by the Rhode Island Historical Preservation and Heritage Commission."

## 2. THE APPROVED WORK PROGRAM

State Preservation Grants are made contingent upon the Commission's approval of a work program which meets the Secretary of the Interior's Standards for Rehabilitation. Plans and specifications must be reviewed and approved by the Commission's historical architect, and only work which meets the Standards will be eligible for grant disbursement.

Prior to signing a grant agreement, the Commission's historical architect will review the scope and quality of all aspects of work proposed in the application. Work items proposed in your application may require some changes prior to development of plans and specifications. When the scope of work and budget is finalized and your work program and maintenance plan have been approved, a grant contract is entered into between your organization and the RIHPHC. You will be expected to complete the project as described in the funding agreement. Changes in that agreement will only be eligible for grant funds if approved by the Commission.

Before preparation of final architectural drawings and written specifications, you may be asked to arrange a meeting with the Commission's historical architect at the job site, to include your architect or contractor as applicable, to review the proposed work documents. In situations where grant-assisted work may be only a part of a larger project, the Commission will require the submission of plans and specifications for the larger project; the TOTAL project then is subject to Commission approval.

Some types of projects may require additional research and reports prepared by either the project architect or other consultants, such as: 1) historical paint analysis; 2) laboratory analysis of the existing mortar (to formulate new mortar which matches the original color, texture, and strength when repointing is specified); 3) or archaeological investigation when there is the potential that valuable archaeological material may be disturbed by proposed excavation or other ground disturbance. Required research/analysis reports which will be an eligible project cost and may be included in the project budget. Architectural fees, and fees for other approved preservation consultants, will be allowable costs under the Grant Program.

### Construction Drawings and Specifications

Construction drawings and specifications must fully describe the work required in sufficient detail so that all aspects of the project can be adequately reviewed by the Commission and satisfactorily contracted. It should be kept in mind that most construction contracts must be of a **firm fixed-price** type, and the construction documents must be drawn up accordingly.

**Specifications**, included in the bid documents, should be written in a narrative rather than outline style, and should describe in detail the quality of materials, the processes, and the workmanship. They will use the Uniform Construction Index of 16 Divisions, and each section must have a clear initial statement of the scope of work covered. The specifications should include such items as materials to be used, areas to be affected, and execution or means of application or installment. Contractors' estimates may NOT be substituted for clear, detailed specifications.

**Drawings** - All plans, elevations, sections, details and schedules necessary to delineate, bid, and contract the project work must be reviewed and approved by the Commission. Where the project work will involve architectural changes or extensive restructuring of an existing building, a set of complete measured drawings showing the existing conditions and proposed alterations should be prepared. When major elements are to be restored or minor elements reconstructed as part of project work, architectural detail drawings will be necessary, and Commission review of shop drawings may be required.

Where the work is primarily for the preservation or repair to the existing building structure, photographic elevations and details printed on reproducible sheets may be used as the basis for noting the required type and extent of work. Drawn details may be required in addition to the photographic representations where necessary to fully explain the new work required. Regardless of presentation technique, the exact extent of work required must be made clear. You should discuss what procedures you intend to follow in drawing up the work at the preliminary site meeting with the Commission's architect.

As previously stated, the basis for review of work funded through the Grant Program is the Secretary of the Interior's Standards for Rehabilitation. The ten Standards are broad policy statements which serve as guidelines for evaluating the appropriateness of various preservation treatments. While the Standards tend to be general statements, there are specific work items which are never appropriate when dealing with historic buildings, and which are therefore not acceptable on any project involving State Preservation Grant funds.

The following work items are **not allowed** on State Preservation Grant Fund projects:

1. Any type of abrasive cleaning of exterior surfaces (including but not limited to sandblasting, wet grit blasting, high pressure water washing.
2. Application of aluminum or vinyl siding.
3. Use of mortar which does not match original in composition, color, strength, and appearance.
4. Scrubcoating masonry surfaces.
5. Installation of insulation without a proper vapor barrier, or where the installation will result in inappropriate changes to the interior or exterior of the building.
6. Replacement of original historic windows.  
(If original windows are beyond repair, to be determined in consultation with RIHPHC historical architect, replacement in-kind would be allowed.)

The RIHPHC feels strongly that all existing building elements, exclusive of asphalt or wood roof shingles, regardless of age are worthy of preservation. Only the most deteriorated wood, (with extensive rot or splits in excess of 6"), should be replaced with new wood. Consolidation, epoxy repair or other means of repair of existing fabric, if possible, are preferable to complete replacement.

### 3. THE PROCUREMENT PROCESS

All purchasing and contracting for goods and services under state grant programs administered by the Rhode Island Historical Preservation and Heritage Commission must follow the procurement regulations summarized below to insure that all procurement transactions are conducted in a manner that provides open and free competition. Grant-assisted properties owned by state or municipal agencies must comply with the public projects requirements of R.I. General Law 37-13, including but not limited to bid and prevailing wage requirements.

There are four methods of procurement which may be used depending on the circumstances: (1) For purchases of a total value less than \$100,000, the "Small Purchase Procedure" may be used; For those in excess of \$100,000, either (2) "Competitive Sealed Bids" or under certain circumstances, (3) "Competitive Negotiation" should be used; and (4) In rare circumstances "Non-Competitive Negotiation" is allowed. These procedures should be followed by the awarding of a contract.

**Contractors must be qualified, licensed in Rhode Island, and have the appropriate historic preservation experience (based upon property owner references).**

Regardless of the method used, affirmative steps should be taken to assure that small, minority, and women's businesses are utilized whenever possible as sources of supplies, construction and services.

#### METHODS OF PROCUREMENT

A description of the four methods of procurement follows:

1. Small Purchase Procedures:  
For services, supplies, or other goods in aggregate value less than \$100,000, fixed price quotations should be obtained in writing from three or more qualified sources. The source submitting the lowest price, while fully meeting the specifications presented, should be selected. Please note that related supply or work items which would normally be supplied under a single contract or purchase order may not be separated into smaller units solely to take advantage of this type of procurement procedure.
2. Competitive Sealed Bids:  
This is the most commonly used procurement procedure for goods and services in excess of \$100,000 and should be followed when feasible. In this procedure, sealed bids are publicly solicited and a firm fixed-price contract is awarded to the most qualified bidder whose bid price is lowest. To be feasible, the following conditions should be met:
  - a. An invitation to bid is publicly advertised sufficiently in advance of the bid opening to allow proper response. This advertisement should appear three times in a general circulation newspaper, 21 days in advance of bid opening. Also, building trade associations and minority firms as well as individual

suppliers should be contacted to assure the receipt of at least three qualified bids.

- b. The bidding documents must clearly define the work, supplies or services required to allow proper response.
- c. All bids shall be opened publicly at the time and place stated in the invitation to bid.
- d. A firm fixed-price contract should then be awarded within 30 days to the responsible bidder, whose bid, conforming to the invitation, is lowest.

3. Competitive Negotiations:

When the conditions are not appropriate for the use of competitive sealed bids, then the competitive negotiations procedures should be followed. In this procedure, a Request for Proposals is publicized, and negotiations are conducted with more than one source submitting offers. Two examples of where this procedure might be used are as follows:

- a. Where price is not the primary basis of selection, such as in the selection for architectural engineering, or other specialized professional services.
- b. Where it is not possible to draw up an adequate specification before the work is bid.

If this procedure is followed, the following requirements will apply:

- a. A Request for Proposals will be prepared which identifies the type of goods or services required and indicates all the significant evaluation factors which will be used in making the contract award (including price where relevant) and their relative importance.
- b. Proposals will be solicited from a minimum of three qualified sources. Affirmative action must be taken to solicit proposals from small, minority, and women's businesses.
- c. Negotiations will then be conducted with more than one supplier, and a mechanism for evaluating the proposals, conducting the negotiations and selecting the contract award must be provided.

4. Non-Competitive Negotiations:

This method of procurement involves negotiations of a contract from only one source, and it may be used only when the contract award is not feasible under the other procurement procedures. The circumstances under which this procedure may be used are limited to the following:

- a. The item is available only from a single source.

- b. Public emergency will not permit the delays that may occur from competitive solicitation.
- c. After solicitation from a number of sources, competition is determined inadequate.

## CONSTRUCTION CONTRACTS

Construction contracts are often awarded based on lowest bids or estimates. However, it is important to recognize that, with historical preservation construction projects, specialized expertise and construction procedures may be needed for many aspects of the work. If price alone is allowed to be the primary basis for selection, the quality of goods and services may be compromised. Therefore, factors other than price should be considered in selecting a contractor.

**Contractors must be qualified, licensed in Rhode Island, and able to demonstrate they have had appropriate historic preservation experience (through property owner references).**

When your organization is ready to make a selection and PRIOR TO SIGNING ANY CONTRACTS, please complete the attached Procurement form and forward it with your documentation, including the contract, to the Commission for final approval. When the Commission has approved the documentation, the contract will be returned to you with a letter of approval instructing you to proceed with the contract signing. **A fully executed copy of the contract must be returned to the Commission and before any grant funds will be released.**

### Contract Provisions

1. Brief description of the scope of work
2. Time of commencement and completion date
3. Project contract sum
4. Method and schedule of payments
5. Listing of all items included in the contract documents (drawings, specifications, addenda, alternates, etc.)
6. Allowance for administrative, contractual, or legal remedies when contractors violate the breach contract terms.
7. All construction contracts must include the attached ADDENDUM TO THE SPECIFICATIONS FOR ALL CONSTRUCTION CONTRACTS.
8. A detailed **Schedule of Values**, including unit prices. **Either a standard AIA Document G702A, or the attached schedule may be used.** A completed, up-to-date schedule will have to be submitted with each requisition for payment.

## ADDENDUM TO THE SPECIFICATIONS FOR ALL CONSTRUCTION CONTRACTS

### ***THE FOLLOWING CONDITIONS COVER THE ADDITIONAL REQUIRED ITEMS FOR ALL CONSTRUCTION CONTRACTS AND MUST BE ATTACHED TO ALL CONTRACT SPECIFICATIONS.***

Historic Significance: This project is assisted by a State Preservation Grant. This property possesses architectural and historical significance recognized by the RIHPHC. All work must be done in conformance with The Secretary of the Interior's Standards for Rehabilitation and all work performed under this contract is subject to review and approval of a representative of the RIHPHC. Contractors are cautioned to exercise all possible care in handling historic portions of the fabric. Work must be conducted in a manner to preserve the historic qualities of the property and unnecessary damage to historic materials must be avoided at all times. Careless treatment or disregard of the specifications can result in a stop work order, suspension of work or termination of this contract.

Samples: Samples may be required for all aspects of project work as requested by either the architect or the RIHPHC. Approval to begin work will only be given when the RIHPHC is satisfied with the prepared sample. Failure of the contractor to duplicate the approved sample on the entire job will necessitate removal and correction of the unsatisfactory work at the expense of the contractor. Such samples will be 24"x 24" and located so that retention of the sample shall be provided. All such samples may include masonry, pointing, cleaning, paint color, surface preparation prior to painting, all new materials, sheet metal fabrications, fixtures, typical methods of installation, carpentry, plastering and demolition. Requests for such samples shall be included in each section affected.

Equal Employment Opportunity: In compliance with Title VI of the Civil Rights Act of 1964, there shall be no discrimination against any employee who is engaged in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In compliance with Section 504 of the Rehabilitation Act of 1973 as amended, there shall be no discrimination solely on the basis of handicap of any employee engaged in the work covered by this Contract, or against any otherwise qualified handicapped person applying for employment in the project covered by this Contract. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Minority Business Enterprise Participation: This project is subject to Chapter 37-14.1 of the Rhode Island General Laws and Regulations promulgated thereunder which require that ten percent (10%) of the dollar value of work performed shall be performed by Minority Business Enterprises. A good faith effort shall be made to provide maximum opportunity to Minority Business Enterprises (defined as businesses owned and controlled by one (1) or more minorities or women) to participate in the performance of the project covered by this Contract.

Performance Bond: All Contractors shall obtain a Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Per Cent (100%) of the contract price with a satisfactory Surety Company.

Access to Contractor's Records: The Contractor agrees that the RIHPHC or any of their duly authorized representatives will have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the grant assisted project for the purpose of making audit, examination, excerpts and transcriptions.

## **PROCUREMENT DOCUMENTATION FORM**

***WHEN YOU HAVE SELECTED A CONTRACTOR, PLEASE COMPLETE THIS FORM AND RETURN IT WITH A DRAFT CONTRACT TO:***

RIHPHC STATE PRESERVATION GRANTS  
c/o Sharon Allison, Old State House  
150 Benefit Street, Providence, RI 02903

**PROJECT NAME:** \_\_\_\_\_ **Date** \_\_\_\_\_

### **METHOD OF PROCUREMENT:**

- A. \_\_\_\_\_ Small purchase procedure (contract under \$100,000)
- B. \_\_\_\_\_ Competitive sealed bids
- C. \_\_\_\_\_ Competitive negotiation
- D. \_\_\_\_\_ Non-competitive negotiation

Justification for using Methods C and D

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### **ATTACH THE FOLLOWING DOCUMENTATION:**

1. Copy of advertisement **OR** Copy of RFP or solicitation letter, with a solicitation list (small purchases only)

Publication dates: \_\_\_\_\_

Where published: \_\_\_\_\_

Response time: \_\_\_\_\_ days

2. Copies of responses/proposals received (minimum of 3), and include a list of proposals received if necessary for clarification.

Number of responses/proposals received: \_\_\_\_\_

3. Name/address of Contractor selected:

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**R.I. License #:** \_\_\_\_\_

**ATTACH a copy of the Performance Bond and Insurance Certificate.**

4. **ATTACH** the **draft contract** for RIHPHC review.

Is this a firm fixed-price contract? \_\_\_\_\_

5. Reason for contractor selection: \_\_\_\_\_Lowest offer \_\_\_\_\_Other

If other, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Please provide a list of three historic preservation projects on buildings 50 years old or more that your proposed contractor has completed in the last five (5) years. Include the date of completion, building's name/address, the cost of the project, and a project owner reference with phone number.


***You will receive a letter of approval when you may proceed with signing of contracts. A COPY OF THE SIGNED CONTRACT MUST BE RETURNED TO RIHPHC BEFORE ANY FUNDS CAN BE RELEASED.***

#### **4. PROJECT MONITORING**

In order to ensure that rehabilitation work funded by the Historic Preservation Grant Program is performed in accordance with the Secretary of the Interior's Standards for Rehabilitation, the Commission architects and other staff will monitor individual projects during the course of project work. Project review will consist of the following steps: 1) initial site visit; 2) approval of plans and specifications; 3) construction monitoring; 4) review of administrative requirements including the completion report; 5) final site visit; and 6) periodic monitoring of the preservation easement.

After the grant agreement is signed, a site visit will be scheduled to enable the Commission historical architect, the owner and project architect and/or contractor to discuss the work program and to plan an appropriate schedule during the course of work for site visits by the Commission staff. The Commission architect can then review submitted project information, including architectural drawings and specifications as applicable, to ensure adherence with the Standards. As your project progresses, the Commission architect will conduct periodic site visits. Each time a request is submitted for disbursement of Grant Funds, and in order to expedite approval of these disbursements, a site visit will also be coordinated.

Once a project is completed (or nearing completion), a final site visit will be conducted, and you may then proceed with preparation of a completion report, including photographs, for submission to the Commission.

The Commission staff will also visit the property periodically to ensure that the property is being properly maintained according to the terms of the easement. If you are considering any alterations to the building, the historical architect should be consulted, and a site visit may be scheduled.

## 5. REQUESTING CHANGES IN APPROVED PROJECTS

Sometimes changes are necessary in the scope of work or budgets of approved projects. The scope of work described in the funding agreement may be changed only by our mutual agreement. Minor changes must have verbal approval from the RIHPHC. Major changes must be submitted for prior written approval by the Commission.

Minor changes are those which involve 10% or less of the total project cost, and which:

- 1) do not alter the basic scope of the project;
- 2) do not substitute unapproved materials or methods;
- 3) do not add or delete work categories shown on the approved budget as individual line items.

Major changes must receive prior Commission approval according to the following procedure to prevent cancellation of your grant. If any part of project work is not performed in accordance with the Secretary of the Interior's Standards for Rehabilitation, the grant will be terminated or decreased. Costs of work performed prior to the date of the award are not eligible for reimbursement.

Please report to the Commission IN ADVANCE AND IN WRITING any requests for major changes in the work or materials to be used on the project, regardless of whether or not the total budget is affected. The written requests should include the following:

1. Identification of the work item to be added or deleted;
2. Cost or savings to be incurred, including a comparative budget if the proposed change affects the budget estimate;
3. Reason for the proposed change and the effect it will have on the project.

Your request will be reviewed, and you will be contacted if any more information is needed. Your request will be approved or denied in writing. All approved changes relating to construction contracts must be followed up by the project architect with an addendum to the specifications if the contract has not yet been signed, or by a written change order to the approved contract.

When the project is complete, it is important that you describe the approved change in your completion report (see Section 7). You should also be certain that your project consultant or architect understands this procedure fully before the project begins. Failure to notify the RIHPHC in writing of any amendments to your projects will seriously jeopardize your future disbursement requests.

## 6. REQUESTING A GRANT DISBURSEMENT

Upon issuance of the grant check, you will be required to set up a joint account in a recognized banking institution of your choice wherein the grant funds will be deposited in both your name and the Rhode Island Historical Preservation and Heritage Commission's name. This account may be a checking or savings account. When the check is presented to you, you will furnish the Commission with a signature card from the bank, which will be returned to you as soon as the Commission's authorized signatures are obtained. The grant funds will be disbursed from this account at designated intervals according to the procedure described below.

Work must be reviewed and approved by the Commission prior to disbursement of grant funds from this joint account. In order to initiate a disbursement, you must submit to the RIHPHC historical architect a **Request for Site Inspection and Disbursement** (form attached), and an updated **Schedule of Values**. After RIHPHC financial review and approval, the signed **Authorization for Funds** form (and a check if the account is joint checking) will be signed by one of the Commission's authorized agents. This document will then be given to you to present to your bank for release of funds. PLEASE ALLOW ONE WEEK FOR THE RIHPHC TO PROCESS YOUR REQUEST.

Any interest earned on the above referenced joint bank account shall be used for purposes of the project only and any interest remaining at the end of the project shall be returned to the RIHPHC State Preservation Grants Fund unless otherwise agreed in writing by the RIHPHC. If any grant funds are remaining upon completion of the project, and there is additional work yet to be done, you may submit a written proposal requesting that these funds be used for this additional work. This request will be treated as a supplementary grant application, and shall go through the Commission's standard review process. You will be notified as soon as a decision is made. Unless your application for a supplementary grant is approved by the Commission, the remaining funds will be returned to the RIHPHC State Preservation Grants Fund.

### Documenting Grant and Matching Share Expenditures

Small Project Grants shall be matched at a ratio of \$2 in grant funds matched by \$1 from grantee funds. The following "in-kind" contributions will be accepted for Small Projects Grants:

- building materials approved by the RIHPHC
- professional design and construction services approved by the RIHPHC, such as work performed by an architect or engineer or a licensed contractor

The donated work of volunteers who are not construction professionals is not eligible as match. No grant funds may be used to pay a member of the grantee organization to manage the project, and grantee staff time devoted to the project is not considered match.

Cash expenditures (grant and matching share) must be documented by invoices or receipts, and proof of payment will be required when it is available.

In-kind contributions, allowable as match for Small Projects only, may be documented with a letter from the professional stating the hourly rate and number of hours worked on the project. The

value of donated materials must be documented with invoice or receipts from the vendor. Forms will be provided for use in documenting grant and matching shares.

Large Project Grants (costing \$45,001-\$200,000) shall be matched in cash on a dollar for dollar basis. No “in-kind” matches will be accepted. No grant funds may be used to pay a member of the grantee organization to manage the project, and grantee staff time devoted to the project is not considered match.

## **REQUEST FOR SITE INSPECTION AND DISBURSEMENT FORM**

Grantee Name: \_\_\_\_\_

Property address: \_\_\_\_\_

The above Historic Preservation Grant recipient requests a site inspection to be made on the property referenced above for project work as follows:

\_\_\_\_\_  
Signature of Project Supervisor/Architect

\_\_\_\_\_  
Date

### **1. ARCHITECTURAL REVIEW**

Comments:

\_\_\_\_\_  
**RIHPHC Architectural Review/Approval**

\_\_\_\_\_  
Date

### **2. FINANCIAL REVIEW**

The attached documents substantiate request for disbursement in the amount of :

\_\_\_\_\_ (\$\_\_\_\_\_)

for the above referenced grant project.

	<u>Grant share</u>	<u>Matching share</u>
Total grant amount:	\$ _____	\$ _____
Disbursed/matched to date:	\$ _____	\$ _____
<b>This request</b> (see attached):	\$ _____	\$ _____
Balance:	\$ _____	\$ _____

\_\_\_\_\_  
**RIHPHC Admin/Financial Approval**

\_\_\_\_\_  
Date

## PROJECT BUDGET SUMMARY FORM

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

A	B	C	D	E	F
Approved Budget Categories	Approved Budget	Total previous Expenditures	Current Expenditures	Disbursement Request	Budget Balance
TOTAL					
Grant amount					
Matching share					

**AUTHORIZATION FOR RELEASE OF  
STATE PRESERVATION GRANT FUNDS FORM**

BANK: \_\_\_\_\_

Address: \_\_\_\_\_

NAME OF GRANT RECIPIENT: \_\_\_\_\_

Property Address: \_\_\_\_\_

YOU ARE HEREBY AUTHORIZED TO RELEASE FUNDS TO THE ABOVE NAMED  
GRANT RECIPIENT IN THE AMOUNT OF

\_\_\_\_\_ (\$ \_\_\_\_\_ )

FROM ACCOUNT # \_\_\_\_\_

Account information:

Original grant amount: \_\_\_\_\_

Disbursed to date: \_\_\_\_\_

Less this withdrawal: \_\_\_\_\_

New Balance: \_\_\_\_\_

\_\_\_\_\_  
State Preservation Grant Recipient

\_\_\_\_\_  
RI HISTORICAL PRESERVATION &  
HERITAGE COMMISSION  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 7. THE FINAL PROJECT REPORT

The final project report present a written account of work accomplished. In order to consider a project complete, the Rhode Island Historical Preservation and Heritage Commission requires that a project completion report be submitted within 30 days after the completion of work. The final project report must be submitted before the final \$1,000 of grant funds will be released.

### Preparation of the Final Project Report

The following is an acceptable outline of required information for your final project report.

A. Cover Sheet

1. Historical title and address of the grant-assisted property
2. Name and address of the grantee/owner
3. Name of the project architect

B. Introduction

Brief description of the purpose of the project and how the property will be used after completion of the project.

C. Financial Summary

Include a brief summary clearly showing a line-by-line comparison of the **estimated** vs. **actual** project costs. A well-organized summary of these actual expenditures, keyed to the line items shown on the approved budget in your funding contract is the best way to present the information. Any work accomplished and paid for outside the project scope may be included in the financial summary. However, those items should be noted as outside the project scope.

D. Narrative Description of Work Accomplished

1. Provide a brief description of each of the major work items accomplished as listed in the project budget. Any problems, delays, or unexpected accomplishments should be noted, along with the information on the materials and contractors used.
2. Include the following sets of photographs with your final project report, both for the purposes of public information and for RIHPHC records:
  - Five 4" x 6" "before" color prints including one general exterior view, and four views of target areas where work was performed;
  - Five 4" x 6" color prints showing work in progress; and
  - Five 4" x 6" "after" color prints of the same views of the finished project, before the project sign is removed.

All photographs of the finished project should be high quality, clear, glossy prints showing views which correspond with the "before" views you provided in your application. All photographs must be clearly labeled, dated and bound in photo sleeves.

## **8. PRESERVATION EASEMENT**

As a condition of State Preservation Grant funding, property owners are required to execute a preservation easement with the State of Rhode Island, by and through the Rhode Island Historical Preservation and Heritage Commission. This is a legal document, binding on present and future owners, which requires that owners preserve and maintain the entire exterior of the property, significant interior features that were improved by the project, and the land area surrounding the structure. The easement term is based on the grant amount, as follows: a term of 10 years for Small Projects (\$7,500 to \$45,000) and 25 years for Large Projects (\$45,001-\$200,000).

The preservation easement requires that the owner consult the Commission and obtain approval before any visual or structural changes are made. Generally, the easement will include the entire exterior of the property, significant interior features that were improved by the project, and the land area surrounding the structure, and will require that the property shall be open to the public for a minimum of twelve (12) days per year. Public access is subject to reasonable limits on the type and extent of use of properties supported by this fund grant program when such a limitation is necessary for maintenance or preservation of the property, and subject to reasonable fees.

The preservation easement must be fully signed and recorded before any grant funds are released by the Commission. The owner will be responsible for recording the easement at the City or Town Hall where the property is located and because it takes four to six months for the original to be recorded, you should obtain a copy from the clerk with a receipt or some form of certification that the clerk with a receipt or some form of certification that the clerk has received the document, and then promptly return it to the Commission. When the original document has been recorded, it will be held on file at the Commission.

To meet its responsibilities as an easement holding organization, the Commission architect or other staff member will make a site visit to the property periodically to monitor its status. Under the terms of the easement, you should notify the Commission in writing about any proposed alterations to the property and grounds. The Commission's historical architect is available to offer technical assistance to assure that the property is being maintained and preserved according to approved preservation methods.

A copy of the standard preservation easement document is attached for your review.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

HISTORICAL PRESERVATION & HERITAGE COMMISSION

**PRESERVATION EASEMENT**

THIS PRESERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_ by and between \_\_\_\_\_ meaning and intending to include therein their successors and assigns (hereinafter Grantor), and the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS through its Historical Preservation & Heritage Commission (hereinafter sometimes called Grantee).

WITNESSETH:

WHEREAS the Grantor is the owner of land in fee simple, and holds title under the document recorded with the land evidence records of the Town/City of \_\_\_\_\_ as recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, which instrument is not violated by this conveyance, which land (hereinafter "land") is described in Exhibit "A" attached hereto which land is improved with historic structure(s) (said structure sometimes hereinafter called the building), more fully described in Exhibit "B" attached hereto (said land and structures together being hereinafter called the "Premises") which premises possesses historical significance;

WHEREAS the State of Rhode Island, through its Historical Preservation and Heritage Commission, is presently awarding State Preservation Grant funds for restoration of the building and wishes to preclude any activity at the premises which would destroy or impair the historical value of the premises; and

WHEREAS the Grantor is willing to grant to the State of Rhode Island the easement as hereinafter expressed for the purpose of insuring that the value of the premises for such purpose will not be destroyed or impaired;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, and Grantor does hereby give, grant, bargain, sell, and convey unto the State of Rhode Island and Providence Plantations an easement in the following described premises of the Grantor, of the nature and character and to the extent hereinafter expressed as a covenant running with the land, to be binding upon the parties hereto and their respective successors and assigns, and to that end and for the purpose of accomplishing the intent of the parties hereto to preserve, protect, and maintain the value of the premises of the Grantor as a registered place on the State Register of Historic Places, the Grantor does hereby covenant on behalf of itself, its successors and assigns, with the Grantee, its successors and assigns, to refrain from doing, and to permit the Grantee to do upon the premises of the Grantor, the various acts hereinafter mentioned.

THE EASEMENTS AND RESTRICTIONS shall be effective for a term of \_\_\_\_ years and are as follows:

A. Grantor's Covenants. In furtherance of the Preservation Easement herein granted, Grantor covenants:

1. Demolition. That Grantor shall not demolish, remove or raze the building.
2. Alterations. That without the written permission of Grantee, executed by a duly authorized officer under its corporate seal, which written permission or refusal to grant such permission, including a statement of reasons for refusal, shall be delivered to Grantor by Grantee within thirty (30) days of receipt of Grantor's written request for such approval, there shall be:
  - a. no partial demolition or removal of any building or structure located on the real property except in connection with interior renovation and exterior alterations described in Exhibit "C"
  - b. no change in the facade or to the landscape features and improvements or interior portions that are being protected, as set forth in Exhibit "B" subject to the Preservation Easement, including no alteration, partial removal, construction, remodeling or physical or structural change, or change in color or surfacing with respect to the appearance or construction of the facade or the landscape features and improvements or interior portions, except as described in Exhibit "C"
  - c. no addition of signs or addition to the facade including fences, or awnings except as described in Exhibit "C"
  - d. no expansion of the building either horizontally or vertically except as described in Exhibit "C"
  - e. no construction of additional buildings on the premises, except as described in Exhibit "C"
  - f. no significant alteration of the topography, and no removal or cutting down of specimen trees, except as may be required by good husbandry.
3. Specification of Materials. Grantor covenants that Grantee in providing its written authorizations for work may specify all materials, methods, cleaning substances and colors to be used in any such work, provided, nevertheless, that repair or replacement of surface materials will be with materials of the same or similar texture and quality as currently existing and reasonably available.
4. Casualty Damage. In the event of casualty damage, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the real property and to protect public safety, shall be undertaken by Grantor without the prior written approval of the work by Grantee (which written approval shall be given as provided in paragraph (2) above).

5. Inspection. Grantor covenants that representatives of Grantee shall be permitted to inspect the building at reasonable times upon reasonable notice for the purpose of determining conformance to this Preservation Easement.

6. Insurance. Grantor covenants that it will maintain in force standard property and liability insurance policies. The property insurance policy shall be adequate to provide for reconstruction of the building and the liability policy shall provide coverage in the amount of at least One Million Dollars (\$1,000,000). The liability policy shall name the Grantee as a named additional insured. The amount of property and liability insurance maintained by Grantor shall be adjustable, upon the request of Grantee, to reflect proportionate increases in the cost of construction and the cost of living, respectively, provided that such a request may not be made more frequently than once every three (3) years.

7. Real Estate Taxes. The Grantor shall promptly pay all real estate taxes assessed and levied against the building on or prior to the due date, regardless of the status of protests or appeals.

8. Public Access. Grantor agrees to allow the public to visit the premises not less than 12 (twelve) days (10:00 AM to 4:00 PM) per calendar year and from time to time and by appointment to permit persons affiliated with educational organizations, professional architectural associations and historical societies to study the property. Any such public admission may be subject to restrictions, mutually agreed upon as reasonably designed for the protection and maintenance of the property. Such admission may be subject to a reasonable fee, if any, as may be approved by the Grantee. Grantor further agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the premises from adjacent publicly accessible areas such as public streets.

9. Publication. The Grantee may make photographs, drawings or other representations documenting the significant historical, cultural, or architectural character and features of the property and distribute them to magazines, newsletters, or other publicly available publications, or use them in any of its efforts or activities for the preservation and conservation of Rhode Island's heritage.

10. Indemnity. The Grantor covenants that it shall indemnify and hold Grantee harmless for any liability, costs, attorney's fees, judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Preservation Easement by the Grantor, or arising out of the conveyance of, possession of, or exercise of rights under this Preservation Easement, excepting any such matters arising solely from the negligence of the Grantee.

B. Grantee's Remedies. In the event of a violation of any provision of this Preservation Easement, in addition to any remedies now or hereafter provided by law, (i) Grantee may, following reasonable notice to Grantor, institute a suit for injunctive relief, specific performance or damages, or (ii) representatives of Grantee may enter upon the real property to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the real property. In

the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorney's fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy, and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time.

C. Standards for Review. In exercising any authority created by the Easement to inspect the premises, the buildings, or the facades; to review any construction, alteration, repair or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the buildings following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior. In the event that the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards, and notify the Grantor of the substituted standards.

D. Assignability. Grantor agrees that Grantee may, in its discretion, and without prior notice to Grantor, convey and assign this Preservation Easement to any agency of the State of Rhode Island, to a unit of local government, or not-for-profit corporation or trust provided that the mandated purpose of such assignee includes the preservation of properties of historical, architectural, or cultural significance. Such conveyance, assignment, or transfer shall require that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

E. Duration. This Preservation Easement shall be effective for a period of \_\_\_\_ years. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the premises may make impossible the continued ownership or use of the premises for preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the building resulting from a casualty of such magnitude that in the opinion of Grantee the building and premises have lost their historical and architectural significance, or condemnation or loss of title through an eminent domain proceeding. Grantor agrees that this Easement shall not be released to the Grantor or its successors or assigns without the consent of the Grantee, which consent shall be appended to such release.

F. Runs with the Land. The obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligations pursuant to this instrument after such person shall cease to have any interest in the Premises by reasons of a bona fide transfer for full value.

G. Statutory Authority. This instrument is valid in Rhode Island by virtue of the enactment of Chapter 39 of title 34 of the General Laws of Rhode Island, but the invalidity of such Act or any part thereof shall not effect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this instrument constitutes a charitable trust, a preservation restriction, a common law easement in gross and a restrictive covenant.

H. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at \_\_\_\_\_ and if to Grantee, then at the Rhode Island Historical Preservation and Heritage Commission, 150 Benefit Street, Providence, Rhode Island. Each party may change its address set forth herein by a notice to such effect to the other party. The failure to service a change of address notice shall not waive the notice requirement.

I. Whenever a change of legal ownership is recorded in the land evidence records, it shall be the obligation of the new owner of record to provide to the Commission the owner's name and address where notices may be sent.

J. Compliance with Applicable Ordinances. To the extent this easement permits future development of the Premises, such development shall conform with appropriate local, state or federal standards for construction or rehabilitation. Furthermore, nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between such ordinance and the terms hereof, the ordinance shall prevail and the Grantor promptly shall notify the Grantee of such conflict and shall cooperate with Grantee and the Town of \_\_\_\_\_ and the State of Rhode Island or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.

1. A copy of this Preservation Easement shall be recorded with the City Recorder of Deeds and copies shall be furnished by the Grantor to the Rhode Island Historical Preservation and Heritage Commission.
2. The Grantee shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall name the architect, the date of construction and state that the facade is subject to a Preservation Easement held by the Rhode Island Historical Preservation and Heritage Commission.
3. The Grantor acknowledges that the subject matter of this conveyance is a historic preservation restriction which can no longer be transferred, hypothecated or subordinated to liens or encumbrances by the Grantor except as regards to condemnation awards or insurance proceeds.
4. For purposes of furthering the preservation of the premises and buildings and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing, without notice to any party; provided, however, that no such amendment shall limit the duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of the City or Town.

IN WITNESS THEREOF, on the date first shown above, Grantor has caused this Preservation Easement to be executed, sealed and delivered by its

ATTEST: \_\_\_\_\_ GRANTOR: \_\_\_\_\_

Accepted by Grantee, Rhode Island Historical Preservation and Heritage Commission, pursuant to Chapter 39, Conservation and Preservation Restriction on Real Property, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Edward F. Sanderson, Executive Director  
Rhode Island Historical Preservation  
and Heritage Commission

ATTEST: \_\_\_\_\_

State of Rhode Island  
Town/City of

I, the undersigned, a Notary Public in and for said Town/City, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that is duly authorized, signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

My commission expires;

\_\_\_\_\_

State of Rhode Island  
City of Providence

I, the undersigned, Notary Public, appointed in the City of \_\_\_\_\_ for the State of Rhode Island, do hereby certify that Edward F. Sanderson, personally known to me to be the same person whose name is, as Executive Director of the Rhode Island Historical Preservation

and Heritage Commission, a not-for-profit corporation of the State of Rhode Island, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of the corporation and as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this       day  
of                      , 20 .

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Notary Public

My commission expires;

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## APPENDIX

### **The Secretary of the Interior's Standards for Rehabilitation**

The Secretary of the Interior's Standards for Rehabilitation (36 CFR Part 67) are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify for State Preservation Grants.

The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.